

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

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RECORDATION NO. 20897-H FILED

AUG - 2 '01 1 8- 8 6 AM

SURFACE TRANSPORTATION BOARD

OF COUNSEL  
URBAN A. LESTER

July 31, 2001

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are five (5) copies of the following secondary document: Lease Supplement No. 3, dated as of June 27, 2001.

The enclosed document relates to the Equipment Lease Agreement (GARC No. 97-3) previously filed with the Board under Recordation Number 20897.

The names and addresses of the parties to the enclosed document are:

Lessor: State Street Bank and Trust Company  
Of Connecticut, N.A.  
225 Franklin Street  
Boston, Massachusetts 02110

Lessee: General American Railcar  
Corporation  
500 West Monroe Street  
Chicago, Illinois 60661

A description of the railroad equipment covered by the enclosed document is:

Railcar GATX 067199 is being replaced by Railcar GATX 026274

Mr. Vernon A. Williams  
July 31, 2001  
Page Two

A short summary of the document to appear in the index follows:

Lease Supplement No. 3

Also enclosed is a check in the amount of \$28.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of each of the enclosed documents to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "R. Alvord", with a stylized flourish at the end.

Robert W. Alvord

RWA/anm  
Enclosures

RECORDATION NO. 20897-H FILED

**LEASE SUPPLEMENT NO. 3**  
**(GARC Trust No 97-3)**

AUG - 2 '01 1 8- 8 6 AM

**SURFACE TRANSPORTATION BOARD**

This Lease Supplement No. 3, dated as of June 27, 2001, between State Street Bank and Trust Company of Connecticut N.A., not in its individual capacity but solely as Owner Trustee under the Trust Agreement ("Lessor"), and General American Railcar Corporation, a Delaware corporation ("Lessee");

**WITNESSETH:**

The Lessor and the Lessee have heretofore entered into that certain Equipment Lease Agreement (GARC Trust No. 97-3) dated as of September 24, 1997 (the "Lease"). The terms used herein are used with the meanings specified in the Lease.

The Lease provides for the execution and delivery of one or more Lease Supplements substantially in the form hereof for, among other things, the purpose of particularly describing all or a portion of the Unit of Equipment to be leased to Lessee under the Lease.

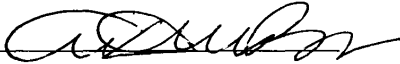
Now, therefore, in consideration of the premises and other good and sufficient consideration, and pursuant to Section 2 of the Lease, the Lessor and the Lessee hereby agree as follows:

1. Lessor hereby delivers and leases to Lessee, and Lessee hereby accepts and leases from Lessor, under the Lease as herein supplemented, the Unit described in Schedule 1 hereto.
2. All of the terms and provisions of the Lease are hereby incorporated by reference in this Lease Supplement to the same extent as if fully set forth herein.
3. To the extent that this Lease Supplement constitutes chattel paper (as each term is defined in the Uniform Commercial Code) no security interest in this Lease Supplement may be created through the transfer or possession of any counterpart hereof other than the counterpart bearing the receipt therefor executed by the Indenture Trustee for the signature page hereof, which counterpart shall constitute the only "original" hereof for purposes of the Uniform Commercial Code.
4. This Lease Supplement shall be governed by and construed in accordance with the internal laws and decisions of the State of New York, *provided, however*, that the parties shall be entitled to all rights conferred by any applicable Federal statute, rule or regulation.

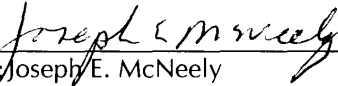
5. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement to be duly executed as of the day and year first above written and to be delivered as of the date first above written.

State Street Bank and Trust Company of  
Connecticut N.A., not in its  
individual capacity but solely as Owner Trustee

By:   
Name: **Alison Della Bella**  
Title: Assistant Vice President

General American Railcar Corporation

By:   
Name: Joseph E. McNeely  
Title: Vice President

State of ~~Connecticut~~ )

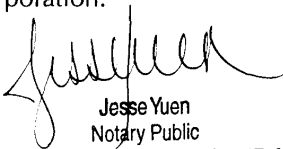
) SS

County of **SU** )

On this 11<sup>th</sup> day of July, 2001, before me personally appeared Alison Della Bella, to me personally known, who being by me duly sworn, say that he/she is Assistant Vice President of State Street Bank and Trust Company of Connecticut N.A., that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

  
Jesse Yuen  
Notary Public  
My Commission Expires October 27, 2006

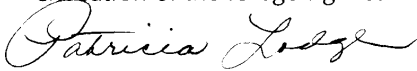
My commission expires:

State of Illinois )

) SS

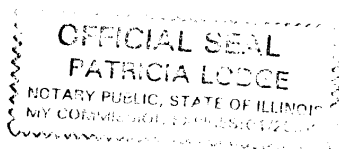
County of Cook )

On this 27<sup>th</sup> day of June 2001, before me personally appeared Joseph E. McNeely, to me personally known, who being by me duly sworn, say that he is Vice President of General American Railcar Corporation, that said instrument was signed on such date no behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

[Notarial Seal]

My commission expires:



**SCHEDULE 1**

<u>Car Type</u>	<u>DOT Class</u>	<u>Car Marking</u>
T106	111A100-W-1	GATX 026274